

# XippyY

## Terms and Conditions

### INTRODUCTION

Welcome to XippyY the best way to manage your Clan Website. Before you set up your account with XippyY, a trading name of Xippy Solutions Limited (herein referred to as "we," "us," or "XippyY"), please read the following Terms and Conditions of Use ("Terms") carefully. If you ("you") agree to these Terms, and wish to use the XippyY service ("Service"), please click on the "I Accept" button. This will constitute a binding legal agreement between you and XippyY. To decline the Terms, click the "I Decline" button. Note that any violation of these Terms may result in termination of our Service to you.

### ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

The Service offered by XippyY at <http://www.XippyY.co.uk>, <http://www.XippyY.org> and other domain names owned or run by XippyY, are provided to you according to these Terms. These Terms comprise the entire agreement between you and XippyY and supersede all prior agreements between you and XippyY regarding the subject matter contained herein. BY COMPLETING THE REGISTRATION PROCESS, OR USING XIPPY, YOU INDICATE THAT YOU ARE AT LEAST 13 YEARS OF AGE AND THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

### DESCRIPTION OF SERVICE

XippyY provides a comprehensive set of tools to manage and share your Clan Website. XippyY offers a number of services that can be found on the pricing page. All prices consist of a one off membership fee and the provision of service for a period. They may also include an amount of FTP space for uploading and sharing demos etc. All services are covered by the terms and conditions concerning XippyY's use. There is no cost to upload, store, or share the information on your clan site. All accounts will be maintained for the period agreed with each payment. Independent of service level, you may purchase personalised items as well as other items that XippyY chooses to offer from time to time.

XippyY may, at its sole discretion, provide you with free service, discounts or promotions for various reasons. See our pricing policy and current promotions for more details.

In consideration for this Service, you agree to: (1) provide certain current, complete, and accurate information about yourself as prompted to do so by us, and (2) maintain and update this information as required to keep it current, complete and accurate. All information requested during your original sign-up shall be referred to as "Registration Data." If any Registration Data provided by User is inaccurate, XippyY reserves the right to terminate User's account and rights to use the Service.

### MODIFICATIONS TO THE SERVICE AND TO TERMS OF SERVICE

XippyY may modify or discontinue the Service with or without notice to you. XippyY shall not be liable to you or any third party should XippyY modify or discontinue its Service. XippyY reserves the right to amend these Terms from time to time. Upon any substantive change in the Terms, XippyY may notify you via e-mail, and/or by posting an announcement of the changes at [www.XippyY.co.uk](http://www.XippyY.co.uk), [www.XippyY.org](http://www.XippyY.org), [www.XippyY.eu](http://www.XippyY.eu), and [www.XippyY.us](http://www.XippyY.us) accordingly. You will be asked to review the Terms when you log in. If you continue to use the service once you have been notified of the changes to the Terms of Service, you will be deemed to have accepted the changes.

### DISCLAIMER OF WARRANTIES

You expressly agree that use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, XippyY expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

XippyY makes no warranty that its site or services will be uninterrupted, timely, secure, or error free, or that this site or our server is free of viruses or other harmful components; nor does XippyY make any warranty as

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to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. XippY makes no warranty regarding any software, goods, services, special offers, or the delivery of any software, goods or services, purchased, accessed or obtained through XippY 's sites or advertised through XippY 's sites.

You acknowledge that XippY does not control content, information, products or services offered by advertisers or third parties on or through the service, including but not limited to information, products, or services provided by license to XippY from third parties. Except as otherwise agreed in writing, XippY assumes no responsibility for and makes no warranty or representation as to the accuracy, currency, completeness, reliability, usefulness or decency of content or products distributed or made available by third parties (including but not limited to advertisers) through the service.

You understand and agree that the submission of any digital image to xippy , and the download or upload of any material through xippy 's service is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your image, any loss of your image and any damage to your computer system or loss of data that may result in the download or upload of any material. You are solely responsible for creating back-ups of your digital images. In the event of any mistake by xippy, such as the shipment of a defective product, xippy will be liable only to the extent of its return policy. No advice or information, whether oral or written, obtained by you from us or through the service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

### LIMITATION OF LIABILITY

Xippy shall not be liable for any indirect, incidental, special or consequential damages, including but not limited to damages for loss of profits, use, data or other intangible, even if xippy has been advised of the possibility of such damages, resulting from the use or the inability to use the service or for cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or content received or transactions entered into with xippy or a third party (including but not limited to advertisers) through the service or resulting from unauthorised access to or alteration of user's transmissions or data. You specifically agree that xippy is not responsible or liable to you or anyone else for any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit or otherwise objectionable conduct or speech of any other party on or through the service, or for any infringement of violation of another's rights by any other party on the service, including but not limited to intellectual property rights, rights of publicity, or rights of privacy. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

XippY does not control the content posted via the service and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the service, you may be exposed to content posted by other users that may be offensive, indecent or objectionable to you. Under no circumstances will XippY be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed or otherwise transmitted via the service.

### PRIVACY POLICY

When you create an account with XippY , you need to provide some personal information, such as your name and email address. XippY has a firm commitment to safeguarding your privacy. XippY may disclose your data or your contact information only if required to do so by law, or as otherwise stated in XippY 's [Privacy Policy](#), or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on XippY ; (2) protect and defend the rights or property of XippY ; or (3) act under demanding circumstances to protect the personal safety of its users or the public. Please see XippY 's [Privacy Policy](#) for more information. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements. You consent to the use of your information, including the transfer of information to third parties, as described in the [Privacy Policy](#). Your ability to access your personal information is limited to that information contained in your account profile, which you can update or change at any time by visiting the "Account Info" page. The changes will be made within 24 hours after review.

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Please review XippY 's [Privacy Policy](#). The terms of XippY 's Privacy Policy are considered part of, and are incorporated into, these Terms.

### USER ACCOUNT, PASSWORD, SECURITY, & BILLING

There is a fee to open and maintain a Xippy account as detailed in our pricing policy.

Once you register for the Service, you will receive an account. You are responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You may change your password at any time. You agree to immediately notify us of any unauthorised use of your account or any other breach of security known to you.

XippY reserves the right to close accounts set up for fraudulent, illegal or antisocial purposes.

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders. We will use the information you provide to us in accordance with our [Privacy Policy](#).

XippY may give notice to you by e-mail, a posting on the site, or other reasonable means. You must give notice to XippY in writing via e-mail or as otherwise expressly provided by XippY. XippY may broadcast, distribute or display notices or messages through the Service to inform you of changes to the Terms, the Service, or other matters of importance; such broadcast, distributions or displays shall constitute notice to you.

Your account with XippY is available for your personal, non-commercial use. You can allow other people to view selected areas of your account through XippY's on-line features. The people you invite to have access will only have access to the areas you have selected for them.

All items purchased through XippY are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to our courier.

When you place an order, XippY will bill you for the items ordered. XippY reserves the right to ship partial orders (at no additional cost to you). The portion of the order that is partially shipped may be charged to your credit card at the time we are ready to ship.

### REFUND POLICY

Xippy offers a Service that can be utilised as soon as it has been paid for. In this event no refunds will normally be available. If however you feel that you have a justifiable reason to have your set up fee refunded please email us on [refunds@XippY.co.uk](mailto:refunds@XippY.co.uk) or [refunds@XippY.org](mailto:refunds@XippY.org) as appropriate and we will consider your request on a goodwill basis only.

### USER CONDUCT

XippY reserves the right, but does not assume the responsibility, to monitor or review your conduct on the Service. Your use of the Service is subject to all applicable local, national and international laws and regulations. Failure to conduct yourself according to these terms of user conduct will constitute grounds for blocking your access to our Service, removal of your posted material, including digital photographs, and non-fulfilment of your order (or any part of your order).

You agree:

To comply with U.K. law regarding the transmission of technical data exported from the United Kingdom through the Service; Not to use the Service for illegal purposes (including without limitation, gambling or betting); To comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, policies and procedures.

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You agree NOT TO:

Harvest or otherwise collect information about others, including e-mail addresses, without their consent, or invade another user's privacy;

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Service any information about XippY 's users, including, but not limited to email addresses;

Upload, share or transmit through the Service any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, hateful, sexually explicit, or otherwise objectionable material of any kind or nature;

Harm minors in any way, including, but not limited to, content that violates any child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;

Upload, share or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements) or any content that infringes any trademark, trade secret, copyright or other proprietary rights of any party;

Transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation;

Interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services;

Create a false identity for the purpose of misleading others as to your identity or provide any information to XippY that is false or misleading, or that attempts to hide your identity;

Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, or any other harmful or deleterious or malicious software, code, script or other mechanism;

Interfere with or disrupt (or attempt to interfere with or disrupt) this site or servers or networks connected to this site, or disobey any requirements, procedures, policies or regulations of networks connected to this site;

Attempt to gain unauthorised access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or

Engage in any other conduct which, in XippY's sole discretion, is considered unauthorised or objectionable.

### **CONTENT PROVIDED BY USER**

XippY claims no ownership rights in any images uploaded by you to your account..

XippY does not control the Content of any user's account and does not have any obligation to monitor such Content for any purpose. You are solely responsible for any data, text, music sound, photographs, graphics, video, messages, files or other materials ("Content") you upload or share using XippY's Service. You must have the legal right to use, copy and display any Content that you upload or share. Professional images that are provided to you by professional photographers or made available through websites, magazines, books or other resources, are protected by copyright and should not be uploaded, shared or printed using this Service. You may NOT upload any material that could infringe rights of privacy, publicity or copyrights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) who are shown in the material.

You agree that upon posting any Content on the Service, including but not limited to text and photographs, you grant to XippY, and its successors and assigns, a non-exclusive, worldwide, royalty free, perpetual, non-revocable license under your copyrights or other intellectual property rights, if any, in and to the Content, to

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distribute, display, and reproduce such Content to other users of the Service. You also grant XippY the right to authorise the downloading and printing in whole or in part of any Content that you have posted to XippY, by other users whom you share using XippY's features for their personal use.

If you believe that your work has been copied in a way that infringes your copyrights, please contact us via email at [copyright@XippY.co.uk](mailto:copyright@XippY.co.uk) or [copyright@XippY.org](mailto:copyright@XippY.org), and provide us with the following information, which XippY may then forward to the alleged infringer:

Describe the copyrighted work that you believe has been infringed;

Identify the material on XippY's site that you believe infringes your work, with enough detail so that we may locate it on the site;

Provide your address, telephone number, and email address;

Provide a statement that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;

Declare under penalty of perjury that

- (a) the information you have provided to us is accurate, and
- (b) you are the owner of the copyright interest involved or you are authorised to act on behalf of that owner

Upon receiving your complaint, XippY may remove content that you believe infringes your copyright. In addition, XippY may terminate the account of the member who appears to be infringing your intellectual property rights. XippY may request confirmation of the copyright or trademark ownership from the submitter. XippY reserves the right to suspend the shipping of an order before such confirmation is received. If XippY does not receive any such confirmation or if there are continued claims of copyright or trademark infringement, XippY reserves the right to share certain account information with governmental organisations or other third parties. If you dispute any copyright or trademark infringement claims, we will share with you the contact information of any party claiming any such infringement. In the event of any such dispute, XippY reserves the right to suspend the display, viewing or sharing of any submissions until the issue has been resolved.

### **POLICY FOR CUSTOMER IDEA SUBMISSION**

We are committed to improving our service, and we welcome ideas and suggestions submitted by our customers. However, please note our policy on external idea submission:

Unsolicited ideas submitted to XippY or any of its employees automatically become the property of XippY.

By submitting unsolicited ideas to XippY, you automatically forfeit your right to the intellectual property of these ideas.

If you intend to own the intellectual property rights of your ideas in any way (patent, trade secrets, copyright, trademark, etc.) Please do not submit your concepts or prototype samples to XippY, or its employees.

Instead, send a message to [ideas@XippY.co.uk](mailto:ideas@XippY.co.uk) or [ideas@Xippy.org](mailto:ideas@Xippy.org) and describe ONLY the general application. If we think there is opportunity to pursue your idea further, we will contact you. Please note that a proper legal agreement may need to be executed in order to evaluate your concept(s).

### **COPYRIGHTS AND TRADEMARKS**

You acknowledge that all information, content and software made available to you through the Service (together, the "Content" including custom banners) is protected by copyright or other proprietary rights. You are not entitled to duplicate, create derivative works of, distribute, utilise or display any Content without the express written permission of the owner of that Content. You may use the Content for personal, non-commercial use only, so long as you do not modify the materials or remove any copyright or other proprietary rights notices contained in the materials.

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## **Terms and Conditions**

XippY and all graphics, logos and service names used to identify XippY's products and services are trademarks or Copyright of XippY. Third party trademarks used in connection with this service are the property of their respective owners. You are not entitled to use any trademark in connection with any product or service without the express permission of the owner of that trademark.

### **TERMINATION**

At its sole discretion, XippY may terminate the Service or your use of the Service, effective immediately, with or without cause at any time, including but not limited to immediate termination of your use of the Service should your conduct fail to conform with these Terms, including but not limited to the terms of conduct set forth in the section, "User Conduct." You may discontinue your use of the Service with or without cause at any time and effective immediately. Should you object to any of the Terms or any subsequent modifications thereto or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue your use of the Service. Upon termination of the Service, your right to use the Service shall cease immediately. You shall have no right and XippY will have no obligation thereafter to forward any content, including but not limited to digital images or data, to you or any third party.

XippY shall not be liable to you or any third party for termination of Service.

### **CLAIMS**

You and XippY agree that any lawsuit arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless XippY, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Service using your account.

### **THIRD PARTY SOFTWARE AND LINKS**

We may make software from third-party companies available to you. To download such software, you must first agree to the respective software licenses and/or warranties. Each software product is subject to the individual company's terms and conditions, and the agreement will be between you and the respective company.

This means that we do not guarantee that any software you download will be free of any contaminating or destructive code, such as viruses, worms or Trojan horses. We do not offer any warranty on any third-party software you download using our Service.

You may enter into correspondence with or participate in promotions of any advertisers who show their products and/or services on XippY ("Advertiser"). Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the Advertiser. XippY assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

We may also provide links to third-party sites that might be of interest to you. We have no control over the content or availability of the contents of these sites. It is your responsibility to become familiar with each site's privacy and other policies and terms of service, and to contact that site's Webmaster or site administrator with any concerns.

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### **GENERAL PROVISIONS**

These Terms shall be governed by and construed in accordance with UK law. You and XippY agree to submit to the exclusive jurisdiction of the UK courts. If any part of these Terms is held to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision most closely matching the intent of the original provision and the remainder of the Terms will continue in effect. XippY's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by XippY in writing.

The section titles in the Terms are solely used for convenience and have no legal or contractual significance.

We may assign our rights and responsibilities here-under without notice to you.

These Terms constitute the entire agreement between you and XippY with respect to the Service, and supersede all other communications, written or oral, with regard to the Service.

### **LANGUAGE**

It is the express wish of the parties that these Terms and all related documents have been drawn up in English. XippY makes no representation that materials on the Service are appropriate or available for use in locations outside of the United Kingdom, and access to them from territories where their content is illegal or otherwise regulated is prohibited. If you choose to access this Site from other locations, you do so on your own initiative and are responsible for compliance with applicable local laws.